

XIII., XIV., XV. **Date of judgment to be entered on roll.**—A further provision is made by the Code, Art. 29, sec. 15,¹²¹ that all judgments by confession, on verdict, or by default shall be so entered as to carry interest from the time they were rendered; upon which it has been held, that the omission to so enter the judgment is not error, but only an irregularity, *Anders v. Devries*, 26 Md. 222; and the Act of 1861, ch. 70,¹²² provides, that judgments shall be liens on chattels real, as on other real estate, for their amount and from their date. An interlocutory judgment, however, is not a lien on the real or leasehold property of the defendant, and the final judgment does not relate to its entry, *Davidson v. Myers*, 24 Md. 538. What is called in England signing judgments is not in use here. But the practice is for the clerk always to enter on the docket of the Court the date of the judgment, however rendered. At common law, a judgment had relation to the first day of the term (see *Whitaker v. Wisbey*, 12 C. B. 44), unless there was a memorandum to the contrary, as where there was a continuance of the cause until another day in the same term, 3 Salk. 212. With us judgments are entered with a memorandum, containing the date of the entry and the terms on which it is to be released.

The 15th section is confined to *bona fide* purchasers, and has been adjudged not to extend to creditors, *Robinson v. Tonge*, 3 P. Wms. 398, where it was held that judgments entered on warrants of attorney after the death of an intestate, as they related to the first day of the term when the intestate was alive, were good judgments from that time, see *Bragner v. Langmead*, 7 T. R. 20, distinguishing *Heapy v. Paris*, 6 T. R. 368, where an execution was *tested* on a day subsequent to the defendant's death, and therefore set aside. In *Jones v. Jones*, 1 Bl. 443, it is said, that the Statute was intended for the benefit of *creditors* and purchasers only, and therefore still, as concerns the party himself, the judgment and *feri facias* relate to the first day of the term, or, at least, to the *teste* of the writ, so that if it be *tested* in the defendant's life-time, it may be taken out and executed after his death, and so if the plaintiff die. And in *Hanson v. Barnes' lessee*, 3 G. & J. 359, the Court determined that the lien on lands was from the *rendition* of the judgment. In *Davidson v. Myers supra*, it seems to have been adjudged that judgments take effect from the day they are entered, and have no relation to any other day, and this is the present English rule. In that case, the plaintiff, having recovered judgment by default against one Rogers in a preceding term, it was extended at September term, on the 30th Oct. 1862, by agreement between the parties, and execution was issued, and certain land of Rogers taken and sold to the plaintiff. But on the 9th Sept. 1862, at the call of

¹²¹ Code 1911, Art. 26, sec. 16. This means that interest accrues from the date of the judgment, not verdict. *Balto. C. P. Ry. Co. v. Sewell*, 37 Md. 443.

Under the Act of 1890, ch. 411, (Code 1911, Art. 26, sec. 6), the clerk of the court is given power during the recess of the court to enter a judgment by confession with the assent of the parties, or their attorneys, in writing. See *Tyrrell v. Hilton*, 92 Md. 176.

¹²² Code 1911, Art. 26, sec. 19 (as now amended).